

CROSSROADS FINANCIAL GROUP, LLC
6001 Broken Sound Parkway NW, Suite 620
Boca Raton, Florida 33487

February 3, 2022

VIA OVERNIGHT MAIL

Home Décor Liquidators, LLC
4187 Pleasant Hill Road, Suite 200
Duluth, GA 30096
Attn: Christopher Ivan Prescott

Re: Notice of Default, Acceleration and Demand for Payment

Ladies and Gentlemen:

Reference is made to the Loan and Security Agreement dated as of October 16, 2019 (as amended or modified from time to time, the "Loan Agreement"), by and between Home Décor Liquidators, LLC ("Borrower") and Crossroads Financial Group, LLC (as successor by assignment from Crossroads Financing, LLC and hereinafter referred to as "Lender"). Capitalized terms used and not otherwise defined herein shall have the meaning given to them in the Loan Agreement.

Reference is further made to the (a) Guaranty Agreement dated as of October 16, 2019 (as amended or modified from time to time, the "Personal Guaranty"), made by Christopher Ivan Prescott ("Personal Guarantor") in favor of Lender and (b) the Guaranty of Validity dated as of October 16, 2019 (as amended or modified from time to time, the "Validity Guaranty"), made by Jason Prescott ("Validity Guarantor") in favor of Lender.

Please be advised that (1) an Event of Default has occurred and is continuing under Section 12.7 of the Loan Agreement due to the failure of Borrower to maintain its merchant processing relationship with Merchant Processor in violation of Section 10.1.2 of the Loan Agreement and (2) an Event of Default has occurred and is continuing under Section 12.15 of the Loan Agreement due to the failure of Borrower to remit proceeds of Collateral pursuant to instructions provided by Lender from time to time, in violation of Section 10.1.2 of the Loan Agreement (collectively, the "Specified Default").

Pursuant to Section 13.1(c) of the Loan Agreement, as a result of the occurrence and continuance of the Specified Default, all Obligations under the Loan Agreement are hereby accelerated and Lender hereby demands that Borrower immediately pay to Lender all such Obligations in full. As of the close of business on February 3, 2022, the aggregate outstanding principal amount of the Obligations was not less than \$1,663,423.60 plus all accrued but unpaid interest, fees, costs and expenses (the "Current Balance").

Please contact Lender to confirm the Current Balance and coordinate repayment in full of the Obligations. In the event Lender does not receive repayment in full of the Obligations within five (5)

business days of this letter, Lender may have no choice but to exercise one or more rights or remedies available to it under the Loan Agreement, applicable law or otherwise as a result of the occurrence of the Specified Default, including, without limitation, the right of Lender to commence legal proceedings.

The specific identification of the Specified Default shall not be deemed to constitute a waiver of such Specified Default or any other Event of Default which may now or hereafter exist under the Loan Agreement. An Event of Default may only be waived in writing duly executed by an authorized representative of Lender.

Lender hereby specifically reserves all of the rights and remedies available to Lender under the Loan Agreement, applicable law or otherwise as a result of the occurrence of the Specified Default. Any delay by Lender in pursuing any of its rights or remedies as a result of the occurrence of the Specified Default or any other Event of Default should not be deemed a waiver thereof or of any of such rights or remedies, all of which shall remain in full force and effect and shall not be deemed to be waived, impaired, estopped, diminished or prejudiced in any manner.

The sending of this notice shall not be construed to limit Lender's right to act without any other or further notice to Borrower in accordance with the terms of the Loan Agreement and applicable law. Borrower is not entitled to rely upon any verbal statements made or reported to be made by Lender or on its behalf in connection with any alleged agreement by Lender to refrain from exercising any of its rights or remedies under the Loan Agreement or applicable law.

Very truly yours,

CROSSROADS FINANCIAL GROUP, LLC

By: 

Name: Patricia Sherry

Title: Director of Underwriting and Portfolio

ORIGIN/D: BCTA (561) 995-2575
 JACQUELINE DE LA FUENTE
 CROSSROADS FINANCIAL, LLC
 6001 BROKEN SOUND PARKWAY NW
 SUITE 620
 BOCA RATON, FL 33487
 UNITED STATES US

SHIP DATE: 03FEB22
 ACTWGT: 0.25 LB
 CAD: 103745648/NET4460

BILL SENDER

TO CHRISTOPHER/JASON PRESCOTT
 HOME DECOR LIQUIDATORS, LLC
 4187 PLEASANT HILL ROAD, SUITE 200

DULUTH GA 30096

REF: (770) 381-6100 X 9924

PO: DEPT:



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TRK# 7759 5166 3221
 0201

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 STANDARD OVERNIGHT

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Notice of default